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<p>AL KOWALSKI d/b/a KOWALSKI PLUMBING AND HEATING, and MICHELLE WINICK d/b/a MICHELLE WINICK DESIGN, and MICHAEL GIDRO, individually and on behalf of all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">-v-</p> <p>YELLOWPAGES.COM, LLC,</p> <p style="text-align: center;">Defendant.</p>	<p>UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY</p> <p>CIVIL ACTION NO. 09-2382 (PGS) – (ES)</p>
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**CERTIFICATION OF MICHELLE WINICK IN SUPPORT OF PLAINTIFF'S
OPPOSITION TO DEFENDANT, YELLOWPAGES.COM, LLC'S MOTION TO
TRANSFER THIS ACTION TO THE UNITED STATES DISTRICT COURT OF
NEW YORK**

1. I am a resident of New Jersey. I operate my business in Little Falls, New Jersey. I am a color and design consultant.
2. In August of 2009, I met with Craig De Vito. Mr. De Vito informed me that he was very familiar with the New Jersey markets with respect to my business and also was based in New Jersey.
3. After speaking, at length, to Mr. De Vito, and meeting with him twice, I agreed to sign up for Yellowpages.com advertising services.
4. At that point, Mr. De Vito showed me a box contained within a laptop screen that he needed me to sign to complete the transaction. Nowhere on the screen that I saw did it say anything about Terms and Conditions.
5. I signed within the box and then Mr. De Vito said I would receive a copy of the contract by email. Mr. De Vito did not leave me a copy of the Terms and Conditions before he left that time. In fact, he did not have a printer with him and had no ability to print out anything that would have contained my signature.
6. I knew nothing of the Terms and Conditions until after I had allegedly signed up for advertising services.
7. Several days later, I received Terms and Conditions. This was the first time I had ever seen any of the terms that were contained therein.

I declare under the penalty of perjury that the foregoing is true and correct.


MICHELLE WINICK